

APPENDIX L

**MEMORANDUM OF UNDERSTANDING TO
ESTABLISH CABIN AND CAMPSITE
REGISTRY**

BLM 2004-06-NFO-020

MEMORANDUM OF UNDERSTANDING

Between

The Bureau of Land Management – Northern Field Office

And

The North Slope Borough

Concerning

The Establishment of a Subsistence Cabin and Campsite Registry and Authorization Program for the National Petroleum Reserve-Alaska (NPR-A)

- I. PURPOSE. This Memorandum of Understanding (MOU) provides the procedures for cooperation between the Bureau of Land Management, Northern Field Office (BLM) and the North Slope Borough (NSB) to establish a program to address the issue of the long-term protection and management of traditional and historical subsistence cabins and campsites (cabins) located on public lands within the National Petroleum Reserve-Alaska (NPR-A). The program established pursuant to this MOU is intended to support the subsistence lifestyle of local residents and does not to convey legal ownership of federal lands. The management program consists of an inventory and recordation of cabins and campsites within NPR-A, the identification of local residents who have used these cabins and campsites, and a process to authorize their long-term use.
- II. OBJECTIVES. Both parties to this MOU recognize the importance of NPR-A in helping to meet the nation's future energy needs. The parties also recognize that funds provided through NPR-A Energy Impact Grants and the taxation of oil and gas infrastructure by the NSB provides important sources of revenue to the people of the North Slope. Continued access to public lands for oil and gas exploration, development and production is essential to meet management objectives for NPR-A and help secure a reliable, long-term source of revenue for the NSB.

At the same time, the parties to this MOU acknowledge that over the past 70 years local residents have built an estimated 70 to 100 shelter cabins on public lands administered by BLM. These cabins provide direct support for traditional subsistence activities and are vital to the health, safety and cultural well being of subsistence users. According to BLM records, many of these cabins have been built without official authorization. Historically BLM has made the decision to accept the

existence and use of these cabins and has refrained from taking any action to have these structures removed. However, with the renewed interest in oil and gas leasing in NPR-A, especially near the communities of Barrow, Atkasuk, Nuiqsut and Wainwright, local subsistence users have become concerned that BLM may initiate formal trespass actions as a means to facilitate oil and gas and related activities on public lands.

The objectives of this MOU are to:

- A. Create a stable, trusting environment that assures cabin and campsite users will continue to have access and use of their traditional subsistence use sites with minimal restrictions.
- B. Establish cabin and campsite registry and authorization program to provide for the long-term protection and management of traditional subsistence cabins previously built without authorization on BLM administered public lands within NPR-A. Such a program does not convey legal ownership of the underlying public lands but rather, grants official approval by BLM to the users and their heirs that they have the right to use and maintain their cabin(s) and/or campsite(s) to support their subsistence activities.
- C. Reduce the risk to the environment, including the area's fish and wildlife resources, caused by the improper storage of fuel or disposal of human waste, solid waste and garbage at cabin and campsite locations that might pollute public lands or encourage the expansion of habitat of predator species that impact nesting waterfowl, including federally listed species.
- D. Promote public health and safety for local residents as they participate in traditional subsistence activities within NPR-A.
- E. Promote the social and cultural well being of local residents as they participate in traditional subsistence activities through the continued use of subsistence cabins and campsites.
- F. Promote and reinforce a spirit of environmental ethics among current and future generations of subsistence users.
- G. Facilitate communications between cabin and campsite users, BLM and the oil and gas industry to prevent unreasonable conflicts with traditional subsistence use activities and oil and gas and related activities authorized by BLM.
- H. Resolve disputes between cabin users that may arise over subsistence use areas, subsistence harvests, and other related matters.
- I. Ensure cabin and campsite users will have the flexibility to improve, expand or relocate their subsistence cabins to meet changing environmental conditions and subsistence needs of their families.

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- J. Provide cabin and campsite users with an opportunity to request reconsideration of decisions by the BLM that would eliminate or unduly restrict their subsistence use of the land.

III. AUTHORITIES

- A. Naval Petroleum Reserve Production Act of 1976 (NPRPA) (90 Stat. 303) through implementing regulations contained in 43 CFR Parts 2360 and 2361, authorizes the Bureau of Land Management to manage and protect lands within the National Petroleum Reserve in Alaska. Regulations contained in 43 CFR 2361.2 (Use Authorizations) authorize the Bureau of Land Management to develop procedures and issue use authorizations as may be necessary to carry out its responsibilities under the Act.
- B. The North Slope Borough was established under the laws of the State of Alaska as a first class borough on July 2, 1972. It adopted its home rule charter through election in 1974.

IV. RESPONSIBILITIES AND PROCEDURES.

The parties to this MOU recognize that local residents maintain subsistence sites on public lands that are uniquely important to their ability to catch fish, hunt caribou, moose and fur bearing animals as well as gather other natural resources. Tent sites, cabin sites and other locations represent strategic locations that are historically significant and essential for maintaining a subsistence life style or to continue important elements of their culture.

It is the policy of the Bureau of Land Management, consistent with the provisions of Title VIII of ANILCA and the requirements of the Naval Petroleum Production Reserve Act of 1976, to recognize the use of lands in NPR-A for sites that support subsistence activities.

The North Slope Borough has the authority and responsibility for the health, safety and welfare of its residents within its area of jurisdiction, including NPR-A.

- A. The North Slope Borough agrees to:
 - 1. As long as the Borough continues to fund GIS it will maintain its current GIS database of Fixed Cabins and Campsites and provide BLM with periodic updates as new information becomes available. This information will serve as the basis for developing and maintaining a cabin registry and authorization program.
 - 2. Receive and hold the master BLM authorization to establish a cabin and campsite registration and authorization program and

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to administer said program according to mutually agreed upon terms, conditions and procedures.

3. Make initial contact with all users of cabins and campsites located in the NPR-A to inform them of the establishment of a cabin and campsite registry and authorization program.
4. Conduct one or more informational meetings between BLM and cabin and campsite users to answer questions and address concerns of local residents about the cabin registry and authorization program.
5. Conduct an annual meeting of cabin and campsite users to provide updated information concerning on-going and planned oil and gas and related activities occurring within NPR-A. Industry representatives may be invited to participate as appropriate.
6. Determine if subsistence activities by individuals or families are taking place at a sufficient level to justify the building of new cabins or campsites or improving an existing cabins and campsites.
7. Make the final determination concerning who may occupy specific cabin and campsite locations and what type of improvements may be made to such sites.
8. Establish and administer a process to resolve disputes that might arise between cabin and campsite users concerning subsistence use areas, harvest levels and related matters.
9. Periodically monitor cabins and campsite locations to determine if activities and uses at such locations are consistent with the objectives of this MOU. When objectives are not being met, the NSB will take action to bring the camp or cabin site user into compliance.
10. Provide BLM with periodic updates on the status of the cabin and campsite registry and authorization program.

B. The BLM agrees to:

1. Recognize the use of public lands within the NPR-A for tent sites, cabin sites, ice cellars and related improvements that support customary subsistence activities through the issuance of a special letter of authorization. Such authorization does not convey legal ownership of the underlying public lands nor does it grant the recipient authority to veto or otherwise effect the implementation of land use decisions made by the BLM for the management of NPR-A. However, such an authorization does commit the BLM to make every effort to fully implement planning stipulations, including resource protection, subsistence and consultation stipulations as prescribed in Record of Decision for

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the Northeast NPR-A Integrated Activity Plan and subsequent plans for other areas of NPR-A.

2. Issue an authorization to the North Slope Borough to establish and administer a cabin and campsite registry program.
3. Provide funds in the amount of \$25,000 to the North Slope Borough to administer a cabin and campsite registry and authorization program. Funds are to be used to monitor use, cover administrative costs, maintain/update information, take corrective action and resolve disputes. *Actual compensation or reimbursement of funds will be accomplished through the appropriate instrument or agreement.*
4. Keep the North Slope Borough informed of oil and gas and related activities that might conflict with subsistence uses of public lands with the NPR-A.

C. Both Parties agree:

1. In consideration of their mutual promises stated within this MOU, each party forfeits any right of action that it may later acquire against any other party to the agreement for the loss or damage to its property, or to property which it may have an interest.
2. The United States of America shall not be liable for any damage incident to the performance of work under this agreement to the other parties of this agreement and the other parties expressly waive any and all claims against the United States of America for compensation on any loss, damage, personal injury or death occurring as a consequence of the performance of this MOU.
3. Nothing in this MOU shall be construed as obligating the parties to expand or as involving the United States on any contract or other obligation for the future payment of money in excess of appropriations administratively allocated for implementation of this MOU.
4. The parties shall meet on an annual basis to monitor the implementation of this MOU.
5. Through consultation requirements of the Record of Decision for the Northeast NPR-A Integrated Activity Plan and subsequent plans for other areas of NPR-A, establish procedures to provide cabin users with an opportunity to request reconsideration of decisions that may affect their subsistence activities at cabin and campsites.
6. Develop an operational plan that defines procedures, schedules, terms and conditions, and other aspects of the cabin and campsite registry and authorization program.

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V. ADMINISTRATION.

- A. Parties will review this MOU at least every five years to determine its adequacy, effectiveness and continued need.
- B. Any party may propose changes in this MOU. Any changes will be in the form of an amendment and will not take effect until all parties have agreed and signed the amendment.
- C. Nothing in this MOU will be construed as affecting the authorities of the parties. Nothing will be construed as binding beyond the parties' respective authorities, or to require the parties to obligate or expend funds in excess of available appropriations.
- D. This MOU in no way restricts the parties from participating in similar activities or arrangements with other public or private agencies, tribal governments, organizations, or individuals.
- E. Nothing in this MOU precludes the North Slope Borough from entering into an agreement, contract or other similar arrangement with another party to implement actions contained in this MOU. The terms and conditions of such arrangements will be reviewed and approved by the BLM prior to implementation.
- F. This MOU shall become effective when signed by both parties. The MOU shall continue until written termination by mutual agreement or by either party giving 30 days prior written notice to the other parties.
- G. Local contacts for the BLM will be the Field Manager of the Northern Field Office or, in his/her absence, the Associate Field Manager. The North Slope Borough's (NSB) contact will be the Mayor or his designee.

APPROVED:

Field Manager
Bureau of Land Management
Northern Field Office

Date

George N. Ahmaogak Sr.
Mayor
North Slope Borough

Date